RAILROAD CHARGES.

How Certain Oil Dealers Were "Squeezed" Out of Business.

DERELICT WITNESSES.

Messrs. Archibald, Square, Pratt and Boslwick Fail to Put in an Appearance.

The Legislative Committee appointed to investigate the reliroid management in this State continued its sections yesterday morning in the rooms of the Chamber of Commerce, No. 63 William street. All the members of the committee and counsel were present, as usual, and the inquiry proceeded without delay. Much of the ground gone over on previous days was resurveyed, relating to the crushing out of rival refiners by the Standard Oil Company and the excessive freight rates charged by the railroads. testimony in regard to the surface railroads. Today the management of the "L" roads will be inquired into, and interesting developments are ex-

"WHERE IGNORANCE IS BLISS." Henry H. Rogers, of the firm of Charles Pratt & Co., oil refiners, was the first witness called. He could not say whether the firm shipped under the

Standard Oil Company's rates.

Q. Are you a member of the Standard Oil Company?

A. I think that is a private matter.

Q. Do you ship oil under the Standard Oil Com-

pany's arrangement? A. I don't know. Q. Do you have any contract with the railroads for shipping oil? A. I don't know.

Q. What rate do you pay? A. I don't know. Q. What is the capital of the Standard Oil Company? A. Formerly, \$2,500,000. I heard that it had

Q. Are you a stockholder in that company? A. I would like to consult counsel.

Counsel was ready, and advised witness to answer.

He replied, hesitatingly :- "Well, sir, I am." By Chairman Hepbura-Was not your firm taken into the Standard Oil Company? A. We were in harmony with the Standard Oil Company, and have been so for a number of years. Ninety per cent of the refiners are in harmony with the Standard Oil Com-

By Mr. Sterne-When you speak of harmony what do you mean? A. Well, I mean they live happily together; for instance, I am in harmony with my

with her. (Laughter.) Do you mean that the people who are in harmony with the Standard Company are married to the Standard or live in freeom? A. Not necessarily, as long as they are happy. (Laughter.) I mean by harmony that you and I go to Wall street and buy Eric at 33 and agree to sell it at 41. That is harmony.

By Mr. Sterne—You mean that you gen-lemen

agreed with the Standard Cil Company on the rate at which you were to buy and sell? A. Without going further into detail I will say that our relations are very pleasant. The witness to Mr. Storne—Is it an abuse to be in

Mr. Sterne-Well, there are some kinds of harmony

that the law considers conspiracy.

The chairman stated that the committee desired to thow whether the firm of Charles Pratt & Co., that lid not belong to the Standard Oil Company proper, and an arrangement with them by contract. Mr. Regers promised to furnish the desired information, and was excused from further attendance.

John F. Mills, representing the iron foundry of Abendroth Brothers at Port Chester, next testified in relation to the freight charges of the New York and New Haven Railroad. The road, he said, charged a higher rate for freighting their goods from Port Chester to Boston than they charged New York mer-chants to Boston; the regular rate from New York to Boston on plumbers' castings was ten cents per hundred pounds; Abendroth Brothers, although twenty-eight miles nearer Boston, were charged sixen cents; they found it cheaper to send their goods to pier 50 North River, and have them billed from there to Boston without breaking bulk, than to send them direct to Boston; on stove castings from New York the regular rate was fifteen cents; the firm were charged twenty-five; by way of New York they could send them for twenty-one cents, saving \$8 a par; the company afterward reduced their rate to fourteen cents for plumbers' castings and hineteen cents for stove castings, making the expense about the same as if sent by way or New York; this was sti.! \$8 per car higher than the rates from New Yora direct; the firm loaded the cars themselves.

still \$8 per car higher than the rates from New Yora direct; the firm loaded the cars themselves.

ANOTHER VICTIM.

Charles L. Morenouse, an oil reduct, said that he formerly had a prosperous business netting \$21,000 profit yearly; in 18:5 he first began to experience difficulty in getting material and in sending it to market; he came in contact with parties who were getting lower rates of freight than he could g.t; the difference was as 70 or 75 cents against \$1.50 or \$2.00 a barrel; Mr. J. D. Rockefeller built a refinery of small capacity in 1867 for the production of burning oil; from this a tarry residuum was left, and witness conceived the idea of using this material as a lubricator; afterward, Rockefeller's refinery became the Standard Oil Company, and gradually absorbed the twenty or twenty-five other refineries at Cleveland; there is only one there now; the others were dismantled or destroyed; in Pennsylvania the same thing occurred, meeting, however, with more opposition; the process went on so that there were hardly any left; at Pittsburg there were fitteen or twenty refineries; all of which had been purchased by the Standard Oil Company; some of them were standoned and others were run in the interests of the company; in New York the same absorption took place. When witness built his refinery he did so with the express understanding from Mr. Rockefeller that he (witness) should have the residuum from his factory to work; he was to have twenty-five barrels a day, but it was soon reduced to twelve barrels. "Tanew what that meant," continued the witness; "that meant, "we squeeze you out to buy your works;" they have got the works now, and I barrels. "I know what that meant," continued the witness; "that meant, we squeeze you out to buy your works; they have got the works now, and I have nothing." The works, which cost him \$41,000, were wold for \$15,000 to the Standard Oil Company; that company was making money out of his ruin.

By Mr. Sterns--Why did you not convert your lubricating works into regular refning works? A. I night as well have set powder in there and put matches to it and blown it up.

Mr. Morehouse said that the first agreement with Rockefeller for the residuum of his refinery was at six cents a barrel, and it was gradually raised to twelve and a half cents.

Q. Why did you not refuse to sell out to the Standard.

six cents a barrel, and it was gradually raised to twelve and a half cents.

Q. Why did you not refuse to sell out to the Standard? A. The choice was, "You must either sell out or be squeezed out," and I thought I would die a natural death; I think that I am wiped out and made a poor man by their operations in not letting me have material that I was willing to pay for; it is the general feeling of every man who has sold to the standard oil Company that he was crushed out.

Witness further stated that Rockefeller got his empty barrels to New York tree of charge; in each shipment of londed barrels of oil there was room enough in the cars to place a second tier of empty ones; the car could not carry two tiers of rull ones; the empty barrels were carried free.

A DIFFERENT GRIFVANCE.

John Wilmarth, an aged resident of New Rochelle, was the next witness. He came voluntarily to testify with reference to a grevance concerning the railroad depot at New Rochelle; there was no platform on the side opposite the station, and passongers going cast were obliged to land between the tracks; the bridge near there had an opening in it that let the rail and muddown on the heads of those passing underneath; it was the vicest depot he had ever seen.

Several other country gentlemen offered to testify on the subject but Mr. Sterne said he thought the very contractions.

seen. veral other country gentlemen offered to testify ne subject, but Mr. Sterne said he thought they had enough on that point.

A telegram was read from Mr. Charles Prott stating that he was unable to attend. The chairmen said he could not be excused. A recess was then

Abiol Wood, an oil commission merchant, for-merly a refiner, took the stand when the committee reassembled, and testified that about the year 186; he began to feel that something was at work which was disturbing his business very much; his cus-tomers in New York were gradually being taken away from him by being supplied at cheaper rates than he could supply them; chief among the par-ties who took away his customers were the firm of Bostwick & Tilteria and the Standard Oil Com-pany; this process eventually resulted in the de-struction of the oil commission business. Q. Do you attribute the destruction of the commis-sion business, wholly to the freight rates? A. Wholly.

Wholly.

The names of John D. Archibald, F. B. Square, Charles Pratt and J. Bostwick, who had been summoned to appear and whose names had been called out several times before by the chairman, were again cailed. None of them answering Mr. Hepburn said:—"It is very evident that these witnesses do not intend to appear. They have been personally served, but none have appeared except Mr. Bostwick, who objected to being examined witnout counsel. The committee excused him until twelve o'clock to-

day, at which time he said he would be here. We are not disposed to sit here idle, waiting for witnesses whose duty it is to be here. There is but one other course to pursue. We have not power to compel by attachment the attendance of witnesses. We have to report these gentiemen to the bar of the Legislature, where they can offer their excuses if they have any. The committee stands adjourned until ten o'clock to-morrow, at which time the investigation of the clevated rosais of this city will be entered into."

BISHOP O'HARA AND FATHER STACK.

THE SUPREME COURT OF PENNSYLVANIA DIS-MISSES THE APPEAL OF THE BISHOP AND CONFIRMS THE DECREE OF THE LYCOMING COURT OF COMMON PLEAS.

PHILADELPHIA, Oct. 14, 1879. The celebrated lawsuit between the Right Roy. William O'Hara, Bishop of Scranton, and the Rev. P. M. Stack, pastor of the Church of the Annunciation, Williamsport, has been concluded by the fol-lowing decision of the Supreme Court, dismissing

lowing decision of the Supreme Court, dismissing the appeal of the Bishop:—
In the Supreme Court of Pennsylvania.—In the appeal of the Rt. Rev. William O'Hara, Bishop of the Diocese of Seranton, from the decree of the Court of Common Pleas of Lycoming County, in the suit of Rev. M. P. Stack vs. Rt. Mev. William O'Hara.—In Equity.—Opinion of the Supreme-Court—Delivered by Justice Mercur, October 6,

This bill was filed by the pastor and eight mem bers of the congregation and pew holders of the Church of the Annunciation, in Williamsport, in prayed, substantially, that the Bishop be restrained by mjunction from rometing or attempting to reach the property functions in Williamsport, and turther asked that he be restored to his rights and emoluments as they had previously cristed and been enjoyed by him. Upon his own petition, and by leave of the Court, all the complainants except the appellee which rewell the confection of the control of the court, all the complainants except the appellee which rewelled the confection toward the appellee had so changed, and the wise and prudent conduct of its present pastor had so accured its confidence and regard, that he thought it unwise to disturb the existing relations. He therefore refused restoration. He decreed that the removal of the appellee, as pastor of the church, and also the prohibition and distrant means as the prohibition and distrant means as the health of the Bishop to pay costs, so far as to exempt him from the payment of any bill of the appellee. From that decree, thus imposing a part of the costs on him, the Bishop has taken this appeal. The practical question before as is so narrow that we deem it unnecessary to discuss the numerous matters in volved in the bill and answer. The single question which we will consider is whether the appellat has just ground to complain of the decree. The rules and discipline of the Church, the cause of religion and the good order of society justly authorize a bishop to remove a priest from his charge for cause, and to transfer him from one parant to another as he may deem proper. In this see, when the substitution is charge without assigning him to any other, and prohibit him from exercising all priestly functions, present grave questions. The appellee is a regularly ordained priest of the Roman Catholice Church. In 1866 he was duly appointed by the Bishop of the diocese to the charge of this congregation of non-German Catholice. When the control of the substitution i

so. The uncontradicted testimony of the latter in regard to that interview is "I saw Bishop O'Hara in his residence on or about the 9th of November, 1871; but he neither made definite his charge, nor gave any trial, nor revoked his letter, but wished me to resign my parish at Williamsport, making vague promises and stating general conditions of a better one if I would resign." It is a maxim of fundamental law that no man shall be condemned without a hearing. A hearing assumes notice of the specific ground of complaint and a reasonable opportunity for answering it. In all matters of faith and of doctrine churches are left to speak for themselves. When rights of property are in question civil courts will inquire whether the organic rules and forms of procedure prescribed by the ecclesiastical hody have been followed (Nopp et al. vs. St. Mark's Lutheran Church, of Butler, Kerr's Appeal, cases not yet reported), and if followed, wnother they are in conflict with the law of the land. Any rule or proceeding whereby a man's property is swept away from him without a hearing, trial or judgment, or the opportunity for making known his rights therein is not according to the law of the land within the meaning of the ninth section of the declaration of rights. Brown vs. Hummel, 3 Barr, 86; McAuley's Appeal, 27 P. F. Smith, 351.

mel, 3 Barr, 86; McAuley's Appeal, 27 P. F.
Smith, 397.

FATHER STACK'S CASE UPHELD BY THE COURT.

Had the appellee such a right o. property in the revenues of his church and in his profession as to authorize a court of equity to inquire into the matter of his removal? He had no specific salary. His income was derived from rent of the pows, Sunday collections, subscriptions and offerings. The Roman Catholic Church makes the support of its pasters one of the commandments of the Church. Its precept requires the members of the congregation to contribute to the support of their paster. It is declared to be a sin of omission to omit anything willingly which is commanded by God or His Church. While the precise sum the appellee might receive could not be ascertained in advance, yet the sum of which he was in the actual receipt was so large that it is not alleged to have been inadequate to his property. The appellee was not only deprived of his right of property as paster of that particular church, but he was also prohibited from exercising any priestly functions as a means of support elsewhere. The literal reading of the order torbade the exercise of such functions in Williamsport. Inasmuch, however, as he had been assigned to no other parish, the effect was to close the doors of every parish against him. The strong arm of the Church was laid upon him. All means of support were denied him, and a stigma was cast on his reputation. The ash gravi of the prohibition was a remainder that his administration was of so grave a character that any disobedience to the order of prohibition would be a grievous sin. The harshness of the Bishop's conduct was all designated in his letter to Mr. Koeper as "this several counties of the Common picas of the several counties of t daie vs. Uliery, I Wright, 486. Then without reviewing the conflicting opinions as to the ecclesiastical power given to the Bishop to deny to a priest the exercise of all priestly functions, without assigning any cause, we cannot assent to the doctrine that the pastor's right of property may thus be stricken down, and he be prohibited from following his profession, without accusation and opportunity for hearing and trial. If it is not contrary to the laws of the Church, which we are not prepared to admit, it is contrary to the supreme law of the land. The appellant has no just cause to complain of the decree. Decree affirmed and appeal dismissed at the costs of the appellant.

FATHER STACK'S CASE UPHELD BY THE COURT.

"WITHOUT A SHADOW OF TRUTH."

Mr. John Keller called at the Coroner's Office yes terday and expressed his indignation at the imputation cast upon his character by his brother-in-law, Louis Schmitt, of No. 246 West Thirty-first street. The latter had reported to Deputy Coroner Miller The latter had reported to Deputy Coroner Miller the day previously that Mr. Keller's wife, who had died suddenly March 31, had been foully desit with by her husband. The Coroner's inquest disclosed the fact that sne died from the effects of alcoholism. Mr. Keller bears in honorable reputation, and he and his wife lived happily together. He claims that his brother-in-law is actuated by malice and is attempting blackmail. Coroner Woltman also declares that "the charge of foul play is without a shadow of trutk"

FLORIDA CANALS.

Mr. Aspinwall on the Proposed Transpeninsular Tide Level Cut.

"MEN AND MONEY READY."

Governor Drew's Views-Ex-Governor Gleason on the Barge Canal Project.

General Lloyd Aspinwall was found in his office on South street and asked whether a ship canal was intended across Florida.
"It is, most emphatically," said the General, "and

I will soon be able to tell you something definite

"But tell me all you know about it now. They say in St. Louis that you represent a French Com-pany that is about to build the proposed ship canal, that is to float a ship drawing twenty-five feet from the Atlantic Ocean to the Gulf of Mexico, revolution ize our commerce in certain respects, and so on.

definite just now." "Have you the money to build such a grand canal

as is proposed?"
"Yes."

"I have it-right here."

"And you are going to spend it right away ?" "No. There is a contingency. The fact is I can-not say anything to you for about ten days. Then I

"Whose money is it—the Frenchman's or the American's? Was it raised in Paris or here?"

"In both places. I have the money." "What do you want from Congress?"

"Nothing whatever." "Why not? I was told by Captain Rea, of St. Louis, president of the Mississippi Valley Transportation Company—a friend of your project—that it is absolutely necessary, because you are afraid the State of Florida charter will not sufficiently protect

you in reference to the question of national neutrality?" canal is to commence and end in a single State-Florida; and in American waters neither international nor interstate affairs will concern us. My idea is that the prime questions are-right to construct, place and money to construct. We have them all

except the right; and allow me to say that the legislative and executive branches of the State of tion at issue that will not be determined for some days, and, while I would like to tell you many things, I cannot do so till that question is determined. "Well, you cannot go on for some time, I presume, because you await information ?"
"Exactly so; surveys have been made, the French

engineers have made others—cursory—and have gone back to report. I cannot tell you what the re-port is. I can hardly say that I fully know." "What are the altitudes to overcome?"
"Our opponents say a hundred feet. I say, upon authority of the engineers, about eighty. But the

canal across Fiorida." "Where do you propose to cut?" "I really do not know; but in the most practica-ble place. As a patriot and a business man I assure you that we mean business for ourselves and the

noney is ready, and we are ready, to put a ship

American public, especially for the people of the Mississippi Valley."

THE QUESTION OF CUTTING.

"How about cutting through ridges, highlands and timber?" "How about cutting through ridges, highlands and timber?"
"The further up Florida you get the nearer you get to your object of connecting the Atlantic Ocean with the Gulf, and the more salting distance around and insurance and time you save. But, of course, the engineering difficulties increase as you go from the lowlands of lower Florida to the highlands of Northern Florida. The idea is a tide-water canal. As for the timber we like it, because the roots of the trees we cut away will tie and bind the banks of the canal. We would rather have timber to cut through Machinery does that as slickly as the spade cuts through alluvial soil, and leaves us the big advantage of a wall, you might say, made by tree roots."

vantage of a wall, you might say, made by tree roots."

"Why don't you commence work?"

"Ask me that two weeks hence. In the meantime go see Governor Drow, of Florida, who is at the Grand Central Hotel."

"Do the Florida people want it?"

"Yes; all except a few interested parties."

"Opposing progress?" Who opposes progress?"

"Naturally the railroads oppose a canal. Besides there are people who want a barge canal, and who oppose a ship canal. They say a barge canal can do all the business."

"What is a barge canal?"

"What is a barge canal?" "The same as the Eric Canal. But if a ship canal is built no barge canal will be needed. Hence this opposition to us."

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INTERVIEW WITH GOVERNOR DREW.

The HÉRALD reporter then visited the Governor of Florida at the Grand Central Hotel, and the talk sgain commenced, like this:—

"What means this ship canal project across Florida? I have seen General Aspinwall."

"It means a private enterprise. The facts are that a French engineer was sent over here. They propose to build a ship canal, and the people of Florida want it. The engineer went to Europe a few days ago to report. He went on the last Williams & Guion steamer, and I presume is there now. I have not the least idea what he reported, but will soon know. I am going south in the morning."

"And your Legislature meets—"

"And your Legislature meets—"

"And your Legislature meets—"

"January, 1881. But they are so anxious to go to work that if the report is right and I believe the money to do the work will be forthcoming, I will call an extra session of the Legislature. I will soon know about that. I cannot say more now, except to talk statistics. The parties, I find, are thoroughly reliable and very weathy, and mean, if they commence, to build the canal."

LIEE BARGE CANAL VIEW.

reliable and very weatthy, and mean, if they commence, to build the canal."

THE BARGE CANAL VIEW.

Accidentally afterward the Herald reporter encountered ex-Governor W. H. Gleason, or Florida, who was elected and served three years after the imposchment of Governor Reed. Governor Gleason is president of the barge canal project. His conversation, freely given, was substantially this:—

"There are canals now for boats running from Mobile to New Orleans, through Mississippi Sound and Lake Fontchartrain. We propose to go from the Mississippi River, near New Orleans—about six miles above or below—through the Rigolets to Mississippi Sound, on the Gulf; thence to Grant's Pass (a place dredged out by a man named Grant), the middle ground between Mobile Bay and Mississippi Sound; thence we propose to go to Mobile Bay and Pensacola Bay with no locks required from the Mississippi River to Pensacola Bay excepting one near the river to guard against its rise and fall. From Pensacola Bay with no locks required from the St. Rosa Sound, Choctawhachee Bay and utilize St. Andrew's Bay in connection with the canal—with no locks required. Then we propose to connect St. Andrew's Bay with the Apalachicola River to St. Mark's. Thence take the canal across the Ocilla and Fen Holloway rivers (which streams will act as feeders to the canal) to the Suwance at an elevation of about sixty-seven feet. The canal will then follow the Suwance to a point a little above Suwance shoals and strike immediately across to the St. Mary's River and follow a branch of the St. Mary's to below the Great Bend. It will then go across to the St. John's River, striking it at Trout Creek, a little below Jacksonville, thus utilizing the St. John's River, as well as the miside passage to Fernandina, which will require dredging on account of oyster bars."

HELENE OF COMMERCE.

Governor Glesson conterns Governor Gleason contends that three-fourths of the commerce passing around the Florida reefs comes from the Mississippi and that four-fiths of it comes down the Mississippi River and the country along the Guir east of it and west of the Florida Peninsuia. That consequently almost the entire commerce of the Guir or Mexico could be accommodated by a steamboat barge causi. That the Mississippi River is only navigable for steamers and barges of six feet draught above the mouth of the Ohio and as far as Memphis for those drawing eight reet or water. Reasoning from this he claims that a nine-foot steamboat barge canal would accommodate all that trade.

all that trade.

A DETOUR.

In reply to the question whether the ship canal would not, with water capacity to accommodate the largest ships, get a great deal of South American trade, the ex-Governor said:

"The water debouchment of a ship canal that would be built there would be in four or five degrees west longitude, taking the meridian of Washington as zero, while the proposed Darien Canal will be in about three degrees east longitude, and a vessel sailing from Panam: to New York would have to Fun out of its course 1,000 miles to go through the Florida Ship Canal."

Ship Canai."

The ex-tovernor says the distance to be saved around the reefs would be 800 miles by the barge canai, while the ship canai would not save so much, because this ships from New Orleans would have to go 125 miles from New Orleans to the mouth of the Mississippi. That the ship canal tolks must make an eminence cutting of 105 feet deep for 100 miles if they make a tidewater canal; that the United States

government expended over \$75,000 for surveys before making its large expenditure for a lighthouse
system around the Florida reefs.
A SURVEY IN PROGRESS.
General Gillimore is now making a government survey from St. Mary's River to the Gulf of Mexico to
test the feasibility and practicability of canals. The
great question has been whether there was enough
water to feed the upper level unless the Okefnokee
Swamp can be utilized, and General Gillmore is now
testing that question.

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THE BORE OF CONTENTION.

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COLLISION ON THE RIVER.

A FERRYBOAT CRASHES INTO A TUG NEAR THE BATTERY-PANIC AMONG THE MALE PASSEN-GERS AND COURAGEOUS CONDUCT OF THE

LADIES. The South ferryboat Columbia, when she left her slip on the Brooklyn side at ten o'clock yesterday morning, had about three hundred passengers, a great portion of whom were ladies, scated in the ladies' cabin." She made the usual time across the river. As she approached the slip on the New York side the pilot, Alonzo Smith, descried the tugboat Edgar Baxter coming up stream with a bark in tow. Both the ap stream with a bark in tow. Both the ferryboat and the tugboat blow whistles of warning; but, notwithstanding this fact, which was testified to by the pilots of both vessels, the ferryboat ran into the tug, carried away all the joinery work and smashed the steampipe. The noise of the escaping steam, combined with the shock of the collision itself, created the utmost panic on board the Colum bia. The ladies screamed and the men made a gen eral rush for the life preservers. These articles, which have lain for many years untouched and enshrined in voluminous folds of sailcloth near the ceilings of the cabins, were torn down by the excited crowd. In a very few minutes nearly every man on board had in his possession one or two "life preservers." A few gentlemen on board, somewhat cooler than the deavored to the best of their ability to quiet the ap prehensions of its occupants. To the credit of the

deavored to the best of their ability to quiet the approhensions of its occupants. To the credit of the ladies it must be said that they showed more presence of mind than the majority of the men on board. When assured that there was no danger they sank quietly into their seats and awaited developments. They did not rush to secure life preservers, nor did any of them attempt to jump overboard, as did two men on board the tugbeat. After the collision all the passengers were landed in safety. The ferryboat Columbia made one more trip and was then sent to the repair dock.

WHO IS TO BLAME?

As to the responsibility for the collision the statements of Alonzo Smith and Charles Gates, pilots of the ferryboat Columbia and tugbeat Edgar Baxter, differ materially. Mr. Smith says that his boat was just about two hundred feet from the slip when he saw the tugbeat Baxter with a bark in tow coming around the Battery. He blew one whistle, which was a signal for the tugbeat that the Columbia would keep on her course. This was responded to by the tugbeat, which blew two whistles, and these signals were repeated. At last he blew three whistles, the signal of immediate danger, and wont crashing into the tugbeat, which was his only salvation, for if he had done otherwise both the tugbeat and the bark would have crushed into the side of his vessel. As it was, the bark carried away the off rail on the port side of the Columbia and the water pipe. Pilot Smith is satisfied that had it not been for the obstinacy of the pilot of the tugbeat the collision would have been avoided. Superintendent Firman, of the South ferry branch of the Unich Ferry Company, also states that there is continuous trouble between the tugbeats plying to and fro on the East River and the ferry-boats. The tugbeats, he says, are oblised by law to keep out in the stream; but, instead of doing so, as a general rule they hug the slore, as was the case yesterday, and hence the collision which as the case yesterday, and hence the collision the states that the case and

Sth av., No. 478. R. B. Sherman (executor) to North River Savings Bank; 3 years.

Casper, Israel and wife, to J. T. Willets, et al., executors, &c., s. et 70th sk., w. of 1st av. (4 lots) & mortgages; by ears; total.

Curran, Peter and wife, to Ann Doian; n. s. of 50th st., w. of 3d av.; 2 years.

Donohue, James and wife, to Julius Katgenberg; n. e. corner of Lexington av. and 91st st.; 3 months.

Doying, Ira E., to Olive Hoyt, Nagle av., near Ellwood st.; 3 years.

Hernon, Bridget, to A. Dickinson, et al., trustees, &c.; n. s. of 27th st., c. of 2d av.; 3 years.

James, Sarah L. to the Muusi Life Insursaice Company, No. 307 West 5th st.; 1 year.

Kuraman, F. and wife, to Isalah Weil and another, s. of 01st st., c. of 3d av.; 3 years.

Lent, Philecus, to Nathaniel Jarvis, Jr., s. s. of 133d st., c. of 9th xv.; 3 years.

Neilson, John, to William H. Urosby (travisco, &c.), s. of Heuston St., w. of Clinton st.; 1 year.

Reformed Dutch Church of Harlom to J. H. Riker currater. 3,000 1,000 3,000 6,000 6,000 River (traates, &c.), w. s. of 3d av., z. of 123 st.; 5 years.

Smith, Catharine, to J. M. Briggs (executor, &c.), u. w. of Fordiam av.; 3 years.

Tallman, J. B. and wife, to Sainuei G. Hoffman, n. s. of 53d st., w. of 5th av.; 5 years.

Thompson, Aug. C., to John S. Stiger, z. s. of 120k st., w. of 128 st., to John S. Stiger, z. s. of 120k st., w. of 128 st., to beh Mutani Life Insurance Company, m. a. oriner of 8th av. and 125th st.; 1 year.

Wissen, B. and wife, to Puebe Pearsail, n. s. of 58th st., w. of 1st sv.; 3 mouths. 18,000

1,380

500

THE COURTS.

Responsibility of Marshals in Charge of Vessels in Libel Suits.

A LAWYER'S CONTINGENT FEE.

A Man-o'-Warsman's Escape from Geological Pursuits.

Judge Choate, sitting in Admiralty yesterday, de

clared a very important decision, in the case of the libel suit of David W. McLean against the schooner Two Marys. This is a libel for supplies and material furnished to a domestic ship, on which a lien was claimed in the libel under the laws of this State. On this motion a libel was issued, returnable February 11, 1879. At the time the Marshal at tached the schooner an order for publication of notice for all persons in interest to appear and intervene was made, but no publication was made. The Marshal, at the request of the libeliant, put no keeper on board, the vessel at the time being hauled out or the waters undergoing repairs. Subsequently an order was made directing the Marshal to take the vessel into his custody under the original process and place a keeper in charge. A few days thereafter a party appeared as claimant, avering that at the time of the schaure he was in possession of the schooner repairing her, and claiming a common law lien therefor to the amount of \$5.000, giving a bond for that amount, on which an order was made for the release of the vessel. The Marshal, therefore, gav. a notice to the keeper to discharge the vessel. The claimant presented the notice to the keeper, but declined to give up the notice. The libeliant Proctor and one Crowley, who claimed to be master, were on board at the time. The question from conflicting testimony arises whether a domand was made for the delivery of the vessel by the claimant. The Court, however, was satisfied that the libeliant and Captain Crowley, as well as the keeper, understood flast he was there for the purpose of taking possession of the schooner upon the discharge of the attachment. The claimant Hawkins in the controversy that ensued was by the procurement of the parties in charge—the Marshal and the libeliant—put under arrest and compelled to leave the vessel. It appeared that the ciaimant refused to exhibit his authority to receive the vessel to the libeliant—put under arrest and compelled to leave the vessel. It appeared that the ciaimant refused to exhibit his authority to receive the vessel to the libeliant and Captain Crowley ciaimed to be in possession by the discharge of the attachment. Although the customary order for discharging the arrest of a vessel is simply that she is released from custody, yet it is the duty of the Court on the dissolution of an attachment under its process to be restored to the party who was in possession at the time the officer of the Court took her into custody. The process of the Court line to see the court, all persons interested to interest the vision and discharge must not be us time being hauled out or the waters undergoing repairs. Subsequently an order was made directing the Marshal to take the vessel into his custody under

plying to and fro on the East River and the ferryboats. The tupbouts, he say, are oblised by jaw to
keep out in the stemporary that the say are oblised by the tokeep out in the stemporary and home the collision.

Mr. Charles Gauss and the say of the

UNCLE SAM'S SAILORS ON SHORE. "He gave a hitch to his trousers, which is a trick all seamen learn"—that is, John H. Griffin, in full man-of-warsman's rig, performed that traditional operation yesterday morning when he was placed at the bar of the Court of General Sessions Judge Gildersleeve on a charge of grand larceny. He was accused of purioining from one Patrick Burns, a horse dealer from Boston, the sum of \$1,400\$. Griffiu, who belonged to the United States steamer Powhatan, got "liberty" and took in tow his friend John Voeder, of the United States steamer Colorado. They steered toward the city, and with the helm working on its own account they got adrift but managed to haul up at No. 21 Pell street, where Mr. Burns had gone to visit some of his relatives, among them his brother Thomas, who was also in the navy. The old man Burns, the horse dealer, and, indeed, from the evidence disclosed in the Court of General Sessions, all hands indulged pretty freely in beer, and the reault was a general joilification. Burns, with his \$1,400, lay on a lounge and felt somebody tugging at his breast. When he awoke his wallet was gone. Griffin had disappeared, and suspicion falling on him he was arrested while near the Navy Yard. The accused denied all knowledge of the larceny, averring that he lett the house because he had seen a friend in the street. The jury acquitted him. Judge Gildersleeve on a charge of grand larceny

CORNET SOLOISTS.

Two young men while strolling up the Bowery paused in front of a showcase containing musical instruments. The shining cornets on exhibition seemed to arrest their attention. Possibly realizing a fortune in the prospective from exercising a fortune in the prospective from exercising their lungs on this favorite instrument, one of the admirers, fully equipped with the necessary implements, opened the case and quietly appropriated two of the most valuable instruments. Their performance, however, was not unnoticed, for a neighbor who witne-sed the overture followed them along the Bowery where they were brought to a full stop by an officer. The names of the two young men were Charles Williams and S. Le Maire, and the showcase despoiled was that of Wildiam Moenig, No. 294 Bowery. Le Maire managed to oscape, but was subsequently over-

hauled, and, on pleading guilty in the Court of General Sessions, was sentenced to two years' imprisonment. Williams, a somewhat brazen fellow, protested his innoceance and demanded a trial, despite the fact that a valuable cornet was found under his coat. His plausible story when on the witness stand yesterday, in the Court of General Sessions, to the effect that his companion asked him to carry the stolen instrument, was not believed, and the jury returned a verdict of guilty. Judge Gildersloeve sent him to the State Prison for three years.

SUMMARY OF LAW CASES. A discharge in bankruptcy was granted yesterday, in the United States District Court, by Judge Chosto to M. C. Monahan.

John Williams, indicted in the United States Cir

cuit Court for passing counterfeit \$5 notes on the National State Bank of Troy, was brought up for

cuit Court for passing counterfeit \$5 notes on the National State Bank of Troy, was brought up for trial yesterday before Judge Benedict. The jury returned a verdict of guilty, and the prisoner was remanded for sentence.

Joseph Conroy, Jonithy indicted with John Jordan and Charles Rafferty for the killing of John Gallagher on the 19th of July last in front of the house No. 214 West Sixteenth street, was yesterday found guilty in the Court of General Sessions of manisughter in the third degree. The verdict was somewhat a surprise, and in senteneing the prisoner Judge Cowing observed that the jury had exhausted all the mercy that could be extended in view of all the circumstances of the case. The full penalty of the law-four years in State Prison-was imposed.

Judge Westbrook yesterday dismissed the suit of habeas corpus recently granted in the case of the members of the Hungarian Cadet Band at the instance of the Society for the Prevention of Gruelly to Children in proceedings instituted against Gustav Amberg and Joseph Weber, managers of the band, which was then giving performances at the Atlantic Garden. The writ was dismissed on the stipulation that the boys shall not perform in public until they are sixteen years old. Meantime the youths are remanded to the custody of Messra. Amberg & Weber, but with the understanding that if the stipulation is not carried out they shall again be given in charge of the society. The criminal proceedings against Messrs. Amberg & Weber have also been dismissed.

COURT CALENDARS—THIS DAY.

SUPREME COURT—CHAMBERS—Held by Judge Barrett.—Nos. 21, 85, 99, 110, 143, 148, 179, 181, 183, 183, 195, 198, 203, 224, 226, 245, 261, 273, 282, 292, 308, 310, 312, 313, 314, 317, 318, 324, 326, 328, 329.

SUPREME COURT—GENERAL TERM—Held by Presiding Judge Davis and Judges Brady and Ingalls.—Nos. 210, 322, 237, 239, 240, 241, 243, 245, 246, 247, 248, 249, 260, 251, 252, 253, 254, 265, 256, 176, 191, 200.

SUPREME COURT—SPECIAL TERM—Held by Judge Van Vorst.—Law and fact.—Nos. 196, 257, 270, 208, 273, 178, 234, 269, 143, 65, 86, 84, 125, 102, 146, 164, 167, 187, 190, 225, 210, 215, 79, 216, 271.

SUPREME COURT—CHROUTT—Part 1—Held by Judge Donohue.—Nos. 1072, 1619, 1627, 2194, 1058, 1039, 1215, 1225, 1050, 1059, 1733, 1230, 1290, 1291, 1292, 1302, 770, 1103, 95, 1422, 1424, 1426, 1427, 1428, 1439, 1440, 1441, 1442, 1443, 1445, 1445, 1445, 1445, 1445, 1449, 1450, 1441, 1442, 1443, 1443, 1445, 1445, 1445, 1446, 1447, 1448, 1449, 1350, 1451, 1452, 1453, Part 2—Held by Judge Lawrence.—Nos. 1012, 333, 676, 1145, 1436, 1477, 1134, 1238, 941, 736, 1175, 1329, 1339, 1338, 1339, 1341, 1350, 975, 1138, 1141, 1146, 1149, 1153, 1185, 1460, 1407, 1403, 1404, 1405, 1405, 1407, 1403, 1404, 1405, 1405, 1407, 1408, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1423, 1434, 1435, 1436, 1437, 1458, 1435, 1436, 1437, 1458, 1439, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, SUPERIOR COURT—SPECIAL TERM.—Held by Judge Freedman.—Nos. 55, 51, 63, 77, 73, 78, 79, 80, 88, 54, 71, 43, 2, 32, 47, 70, 72, 94, 95, 96, 97.

SUPERIOR COURT—SPECIAL TERM.—Held by Judge Freedman.—Nos. 55, 51, 63, 77, 73, 78, 79, 80, 88, 54, 71, 43, 2, 32, 47, 70, 72, 94, 95, 96, 97.

SUPERIOR COURT—SPECIAL TERM.—Held by Judge Sedgwick.—Case on, No. 338, Hoffman vs. New York Contral and Huison Rivee Railroad Company. No day calendar. Part 2—Held by Judge Sedgwick.—Case on, No. 358, Hoffman vs. New York Contral and Huison Rivee Railroad Company. No day calendar. Part 2—Held COURT CALENDARS-THIS DAY.

COMMON PLEAS—SPECIAL TERM—Adjourned size dic.

COMMON PLEAS—SPECIAL TERM—Held by Judge Beach.—Nos. 4, 6, 17.

COMMON PLEAS—EQUITY TERM—Held by Judge J. F. Daly.—Nos. 3, 30, 31, 11, 33, 10, 13, 24, 8.

COMMON PLEAS—EQUITY TERM—Herl 1—Hold by Chief Justice C. P. Daly.—Nos. 1744, 880, 1971, 1977, 1344, 1014, 1678, 810, 1036, 2351, 315, 1036, 1156, 1157, 1158, Part 2—Held by Judge Larrennore.—Nos. 1992, 1992, 1093, 1109, 841, 1089, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155.

MARINE COURT—TRIAL TERM—Part 1—Held by Judge Goopp.—Nos. 7, 30004, 442, 2405, 165, 168, 32704, 243, 288, 259, 274, 285, 289, 3331, 304. Part 2—Adjourned until November 3. Part 3—Held by Judge Sheridan.—Nos. 30, 156, 256, 3263, 183, 136, 143, 3276, 179, 3211, 257, 299, 390, 392, 303.

COURT OF GENERAL SESSIONS—Part 1—Held by Judge Cowing.—The People vs. Lawrence Spelline, relonious assanit and battery; Same vs. Michael Maloney, felonious assanit and battery; Same vs. Michael Maloney, felonious assanit and battery; Same vs. James MoNally, grand larceny; Same vs. William Kenneally, grand larceny; Same vs. William Kenneally, grand larceny; Same vs. William Kenneally, grand larceny; Same vs. Marks Nahon, grand larceny; Same vs. George Mitchell, larceny from person; Same vs. Cornelius Lynch, grand larceny; Same vs. William Connors, assault and battery; Same vs. William Connors, assault and battery; Same vs. William Connors, assault and battery; Same vs. William Connors, sasault and battery; Same vs. William Mattzer, grand larceny.

Unité Diraction Description Court—Held by Judge Choste.—S. Greenmann vs. Steamboat Narragansett; J. J. McGinnis vs. Steamboat G. A. Hoyt; S. Kreamor vs. Steamboat laritan; J. E. Brett et al. vs. Bark Eugenis; J. H. Manning vs. Steambuly Grace Foe; J. Grady vs. Bark E. Albro: A. Merollo vs. William Ringer et al.; Tradesmen's Insurance Company vs. Steamboat Haritan; J. E. Brett et al. vs. Bark Eugenis; J. H. Manning vs. Steambol vs. Ship Hindoo; H. Floming vs. Steambol vs. Steambol vs. Ship Hindoo; H. Floming vs.

Hindoo; H. Floming vs. Steamship

COURT OF APPEALS. ALBANY, N. Y., Oct. 14, 1879 In Court of Appeals—present, the Hon. Sanford E. Church, Chief Justice, and associates.

Hook, trustee, vs. Pratt, executor; Harrison vs. Wilkin; Burt vs. The Browers and Maltsters' Insurance Company; Juilliard vs. Francklyn; People ex rel. Joyce vs. Brundage.-Judgment affirmed, with

col. Joyce va. Brundage.—Judgment affirmed, with costs.

Down vs. McGourkey.—Judgment affirmed, without costs of appeal to this Court.

Bartow vs. The People.—Judgment of General Term and of Oyer and Terminer reversed, and new trial ordered in Oyer and Terminer.

White vs. Miller.—Judgment of General Term reversed and judgment on verdict modified by deducting therefrom the sum of \$1,277 49, and as modified affirmed, without costs to either party as against the other upon the appeal to the General Term and to this Court.

Parsons vs. Brown.—The Court being divided on

other upon the appeal to the General Term and to this Court.

Parsons vs. Brown.—The Court being divided on the question of fact, leave is granted to the appellant to withdraw the appeal and go to a new trial; costs to abide event.

In the matter of the Kings County Elevated Railway Company.—The order of the General Term refusing to vacate the order of the confirmation reversed and such order vacated, and the case remitted to the General Term for decision upon the motion for cohfirmation, and the appeal from the order of confirmation and the appeal from the order of confirmation dismissed; neither party to recover costs upon the appeal to this Court.

In the matter of the receivership of the Guardian Savings Institution; Gill vs. the Same; in the matter of widening Carlton street (in Buffalo); Pratt vs. Oits.—Order affirmed, with costs.

The Hercules Mutual Life Assurance Society vs. Brinker.—Motion for reargument denied, without costs.

Brinker.—Motion for reargument denied, without costs.

MOTIONS.

The Knickerbocker Life Insurance Company vs. Nelson; the Stouben County Bank vs. Alberger.—Motion for reargument. Submitted.

In the matter of the application of the New York Central and Hudson River Railroad Company to acquire lands.—Motion to amend remittitus. S. P. Nash for motion; John E. Burrell opposed.

Geiston vs. Shields.—Motion to amend remittitus.

J. J. Perry for motion; George C. Blanke opposed.

APPEALS FROM CHEREN.

No. 161. The People ex rel. George Dakin, appellant, vs. John Byrne, respondent.—Submitted.

No. 468. John Connolly, respondent, vs. George F. Kretz, impleaded, &c., appellant.—Submitted.

No. 364 and No. 305. The Union Trust Company, respondent, vs. Augustus S. Whiton, appellant (two cases).—Argued by Robert F. Little for appellant; Rafus W. Peckham for respondent.

No. 466. The People ex rel. John Quigley, appellant, vs. The Board of Police Commissioners of the Troy City Police, respondents.—Argued by M. H. Myers for appellant; B. A. Parmenter for respondents.

No. 467. Harriet C. Knapp. appellant, vs. The Northwestern Mutual Lite Insurance Company, respondent.—Argued by C. T. Bartlett for appellant; W. F. Coggswell for respondent.

No. 468. Whitsam W. Rider, appellant, vs. John H. Bagley, Jr., assignee, &c., respondent.—Passed.

No. 469. Caleb E. Whitsker, respondent, vs. The

No. 468. William W. Rider, appellant, w. John H. Bagley, Jr., assignee, &c., respondent.—Passed. No. 469. Caleb E. Whitaker, respondent, vs. The Imperial Skirt Manufacturing Company, appellant.—Submitted.
No. 472. Daniel B. Hatch and others, respondents, vs. The Central National Bank, appellant.—Argued by John E. Burrell for appellant; William Stanley for respondents.

respondents.

No. 473. George Kellum and others, respondents, vs. William A. Durfoo and others, appellants.—
Argued by Robert D. Benedict for appellants; Krastus Cocke for respondents.

No. 475. George H. Marvin, respondent, vs. Legrand Marvin, appellant.—Submitted.

No. 414. Albert R. Riggs, respondent, vs. Frederic Maydeil and others, appellants.—Argued by N. B. Hoxle for appellants, and J. Henry Cook for respondent.

Hoxle for appellants, and J. Honry Cook for re-apondent.

No. 492. The People ex rel. Washington H.
Ransom, appellants, vs. the Board of Supervisors of the County of Niugara, respondents.—Submitted.

No. 493. Amanda M. Bentley, appellant, vs. Charles Waterman, administrator, &c., respondent.—Sub-mitted.

Proclamation made and Court adjourned to No-vomber 10, 1879.

The next motion day will be Tuesday, November 11, 1879.